PEARLMED
DIRECT PRIMARY CARE
FAMILY MEDICINE

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PEARLMED DPC, PLLC

PATIENT MEMBERSHIP AGREEMENT

PearlMed DPC, PLLC ("Practice") and _____, ("Patient") enter into this Direct Primary Care Membership Agreement ("Membership Agreement") with the Effective Date as stated in Section 1(c) for Patient to become a member of Practice's Direct Primary Care Program. Practice and Patient are referred to herein collectively as the "Parties."

1. **Membership, Program Services and Enrollment**.
   a. Program Membership. Once enrolled into the Program as a member by completing all of the steps outlined in Section 1c, Patient shall be eligible to receive certain primary care medical services ("Program Services") provided by Practice as specified in **Appendix A**, which is attached hereto and incorporated herein by reference. Practice may add or discontinue a service in **Appendix A** in its sole discretion by sending notice of the changes via email or regular mail to Patient at least thirty (30) days prior to the change.

   b. DPC not Concierge. This Agreement is for membership in Practice's Direct Primary Care ("DPC") Program and is not an agreement for membership in a concierge program. The difference between DPC and concierge is that DPC provides patients with certain primary care medical services for the payment of a flat monthly fee. Concierge, on the other hand, involves patient's payment of a flat monthly fee but does not cover the cost of any medical services; patient's insurance is billed for these medical services. Accordingly, while this Membership Agreement will provide after-hours access to Patient's provider via call/text/email and, in the event of an acute issue, provide Patient with an office visit within 24-48 hours if medically necessary, excluding weekends, Patient will not be entitled to an immediate office visit or access to his or her provider whenever Patient so desires.

   c. Enrollment and Effective Date. Patient may enroll into the Program on any day of the month by utilizing Practice's onboarding link to submit the required personal and billing information for autopayment of fees and sign this Agreement and any other required documents. This Agreement becomes effective on the date Patient completes all of the aforementioned enrollment requirements.

   d. Location. Member shall receive in-person Services at 2795 Enterprise Ave., Ste. 5, Billings, Montana 59102.

2. **Fees**.
   a. Initial Registration Fee/Re-enrollment Fee. Each Patient shall pay a one-time, non-refundable registration fee to cover the costs associated with Patient's initial enrollment into the Program ("Registration Fee"). The Registration Fee shall be seventy-five dollars ($75.00). Patients under the age of eighteen who are enrolling under a Family Plan or with another adult as discussed in **Appendix B** will not be required to pay a registration fee. Likewise, Patients who turn 18 while enrolled in the Program will not be required to pay an enrollment fee.

   b. Re-enrollment Fee. In the event Patient terminates this Membership Agreement, Patient will be ineligible to re-enroll in the Program for a period of six (6) months following the effective date of termination. Notwithstanding the preceding sentence, Practice, in its sole discretion, may allow a Patient who has terminated his or her Membership Agreement to re-enroll before the six (6) month period has passed. Any re-enrollment after termination will require Patient to pay a re-enrollment fee

c. in the amount of one hundred and fifty dollars ($150.00 dollars) and sign a new Membership Agreement.

c. Monthly Membership Fee. In addition to the Registration Fee, each Patient shall pay a Monthly Membership Fee ("MMF") according to the fee schedule noted in **Appendix B**.

d. Additional Fees. Only those services described in **Appendix A** and not requiring an additional fee are included in the MMF. Services described in **Appendix A** as requiring the payment of an additional fee will require payment to the Practice at the time the services are provided.

d. Changes to Fees. Practice may change the amount of the Registration Fee, the MMF, referenced on **Appendix B**, and the additional fees described in **Appendix A**, or any other fees associated with this Membership Agreement at any time, in its sole discretion, upon providing Patient at least thirty (30) days' advance notice by either emailing Patient or sending them notice in the mail.

3. **Automatic Payment of Membership Fees**.
   a. Autopayment Information and Changes. During the enrollment process discussed in Section 1.c., Patient will input their debit/credit card information so that MMF payments may be made automatically. Patient may change or update payment information by accessing his or her account using Practice's online, onboarding and billing platform, which can be accessed at this web address www.pearlmeddpc.com or by patient hub emailed to member.

   b. Authorization. By inputting this information or by changing/updating debit/credit card information during the term of this Agreement, Patient is providing Practice with authorization to have its online, onboarding and billing platform initiate MMF recurring charges every month. This authorization will remain in full force until this Agreement is terminated in accordance with Section 14 and until Practice and Patient's debit/credit card institution has a reasonable time to act on it.

   c. Appearance for Recurring Auto Payments. The MMF auto charge, or debit will appear on card holder or patient/authorized signor's bank statements as PearlMed, or a variation of this name.

   d. Timing of Auto Payments. Payment for the first month of services will be due upon enrollment. Thereafter, auto payments will be processed every thirty days from the date of Patient's enrollment into the Program.

   e. Auto Payment Failure/Late Fees. In the event an auto payment fails for any reason, Patient will receive an email with a link to update the credit card/bank account information. If this information is not updated within 14 days from when the payment was due, Practice will contact Patient to obtain updated credit card/bank account information and collect a late payment fee of fifteen dollars ($15.00).

4. **No Insurance Claims**. Practice will not bill any insurance carriers or health care plan to which Patient may be a subscriber or beneficiary for the MMF or any additional fees associated with Membership and the Program Services. Patient is solely responsible for payment for all Services Patient receives from Practice regardless of whether such Services are reimbursable or payable by Patient's insurance carrier.

Any amounts due for additional fees that are not included in the MMF will be paid by Patient at the time the services are rendered. Patient may ask Practice for an invoice for those Services that require an additional fee to be paid so that Patient may submit a claim for reimbursement to Patient's Insurance carrier if Patient believes the Services are reimbursable.

5. **Government Healthcare Beneficiaries.**
   Medicare Beneficiaries. Membership in the Program is not available to beneficiaries of Medicare. If Patient becomes a Medicare beneficiary, he or she agrees to immediately notify Practice.

6. **No Government Healthcare Billing or Reimbursement.** Patient understands that the Program Services are not, by law, reimbursable under governmental healthcare programs such as Medicare, TRICARE, CHIP, VHA, and Indian Health Services. This means that Practice cannot bill any of these government healthcare programs on Patient's behalf, nor can Patient make any attempt to collect reimbursement from any of these programs.

7. **Tax-Advantaged Medical Savings Accounts**. Patient may have a tax-advantaged savings account, including, but not limited to, a health savings account, medical saving account, flexible spending arrangement, health reimbursement arrangement, or other similar health plan (collectively, "Tax-Advantaged Savings Accounts"). Because every Tax-Advantaged Savings Account is unique, Patient is advised to consult with their accountant regarding whether any of the fees incurred pursuant to this Membership Agreement may be paid using funds contained in a Tax-Advantaged Savings Account.

8. **Other Insurance; High Deductibles**. Some services provided herein may be a covered benefit or covered service, at no cost to Patient, under Patient's health benefit plan. Further, third-party payers may not count the Membership Fees incurred pursuant to this Membership Agreement or the fees associated with additional services that are not included in the MMF toward any deductible Patient may have under a high deductible health plan. Patient should consult with their health benefits adviser regarding whether Membership Fees may be counted toward Patient's deductible under a high deductible health plan.

9. **No Emergency Care.** Practice is not an emergency room, and accordingly, does not have the ability to treat Patient during a medical emergency. If Patient is experiencing a medical emergency, Patient should contact 911 or go to the nearest emergency room to seek immediate treatment.

10. **Virtual Visits**. Virtual visits are included in the MMF but are at the sole discretion of Practice as there are times when a virtual visit is not suitable given the situation, which will require Patient to schedule an in-person appointment for treatment.

11. **First Visit and Annual Wellness Visit**. While the Program Services include virtual visits, Patient's enrollment requires that patients schedule an appointment to be seen in person by Practice for an initial assessment/establish care visit within thirty days of enrollment in the Program. Thereafter, Patient agrees to physically visit Practice for an annual wellness visit at least once per year following the anniversary of the Effective Date.

12. **HIPAA and Communications**. Practice shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requirements including the privacy regulations, security standards

    and the standards for electronic transactions. Patient's participation in the Program and execution of this Agreement will provide Patient with the ability to communicate with the Practice through the use of an encrypted portal. If Patient would like for Practice to communicate with Patient outside of this encrypted portal, such as by regular e-mail, texting and cell phone, Patient will be required to execute the Consent to Unencrypted Email and SMS Messaging of PHI. This will authorize Practice and its staff to communicate with Patient by e-mail and cell phone regarding Patient's "protected health information" (PHI). E-mail is not an appropriate means of communication in an emergency for dealing with time-sensitive issues. In an emergency, or a situation in which could reasonably be expected to develop into an emergency, Patient understands and agrees to call 911 or go to the nearest hospital as opposed to emailing Practice or leaving a cell phone message.

13. **Term.** This Agreement shall become effective on the date discussed in Section 1(c) above and shall continue for twelve successive months (the "Term") and automatically renew for additional one-year periods ("Successive Term(s)") unless otherwise terminated in accordance with Section 14 herein.

14. **Termination**.
    a. **Termination by Patient.** Patients may terminate this Membership Agreement but are required to do so by completing the Written Notice of Membership Termination Form ("Term Form") which is available by contacting Practice. This Form may be submitted to Practice either in person or by email to: hello@pearlmeddpc.com._____ **(Initials)**

    b. **Term Form Timing Requirements.** All Term Forms must be received by Practice no later than thirty (30) days prior to Patient's next credit/debit auto-processing date. Patient shall be responsible for verifying with Practice that his or her Term Form was received by Practice 30 days in advance of Patient's next auto billing date. Term Forms submitted within the 30-day billing cycle will result in a final MMF auto payment, enabling the patient to utilize the Program Services for another 30 days. No refund will be issued once an auto payment is made. _____ **(Initials)**

    c. **Termination by Practice.** Practice may terminate this Agreement if Patient: a) fails to pay his or her Membership fees; b) performed an act of fraud; c) repeatedly fails to adhere to the recommended treatment plan; d) violates Practice's Code of Conduct or is abusive and presents an emotional or physical danger to the staff or other patients of the Practice; e) has healthcare needs that exceed the care that can be provided under the Program; or f) the Practice discontinues the Membership Program. In the event Practice terminates Patient's membership, Practice shall refund Patient's MMF on a per diem basis._____ **(Initials)**

15. **Required Disclosures.** Per Montana law, PearlMed is not an insurance company, and this agreement is not a health insurance policy, nor is it a substitute for health insurance. It will only cover the Services as described in Appendix A. This membership agreement does not meet any individual health insurance mandate that may be required by federal law. Regardless of whether Patient is receiving treatment for medical issues through this Agreement or otherwise, Patient is always personally responsible for the payment of any additional medical expenses that Patient may incur.

16. **Code of Conduct.** In order for Practice to provide a safe and healthy environment for staff, patients and their families, Practice expects Patient and accompanying family members or friends to refrain from unacceptable behaviors that are disruptive or pose a threat to the rights or safety of other patients or staff. Accordingly, as a condition of membership in the Program, Patient agrees to execute a copy of the

    Practice's Code of Conduct as part of the onboarding process. Any violation of this Code of Conduct by Patient or their accompanying family members or friends will result in Patient's immediate termination from the Membership Program.

17. **Indemnification**. Patient agrees to indemnify and to hold Practice and its members, officers, directors, agents, and employees harmless from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including interest, penalties, attorney fees, etc. which are imposed upon or incurred by Practice as a result of Patient's breach of any of Patient's obligations under this Membership Agreement.

18. **Technical Failure.** Neither Practice nor any Provider will be liable for any loss, injury, or expense arising from a disruption or delay in responding to a Patient when the disruption or delay is caused by technical failure. Examples of technical failures include: (i) failures caused by an internet or cell phone service provider; (ii) power outages; (iii) failure of electronic messaging software, or any e-mail provider; (iv) failure of Practice's computers or computer network, or faulty telephone or cable data transmission; or (iv) any interception of e-mail communications by a third party which is unauthorized by Practice.

19. **Entire Agreement**. This Membership Agreement constitutes the entire understanding between the Parties hereto relating to the matters herein and shall not be modified or amended except in a writing signed by both Parties hereto.

20. **Waiver**. The waiver by either Practice or Patient of a breach of any provisions of this Membership Agreement must be in writing and signed by the waiving party to be effective and shall not operate or be construed as a waiver of any subsequent breach by either Practice or Patient.

21. **Change of Law**. If there is a change of any law, regulation or rule, federal, state or local, which affects this Membership Agreement, any terms or conditions incorporated by reference in this Membership Agreement, the activities of Practice under this Membership Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and Practice reasonably believes in good faith that the change will have a substantial adverse effect on Practice's rights, obligations or operations associated with this Membership Agreement (a "Legal Change"), then Practice may, upon written notice, require Patient to enter into good faith negotiations to renegotiate the terms of this Membership Agreement. If the parties are unable to reach an agreement concerning the modification of this Membership Agreement within ten (10) days after the effective date of the Legal Change, then Practice may immediately terminate this Membership Agreement upon providing written notice to the Patient.

22. **Dispute Resolution/Governing Law/Jury Waiver.** Any dispute regarding this Agreement shall be resolved first by mediation conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA"). Each Party shall bear its own costs of mediation and one-half of the mediator's and/or AAA's fees. If the dispute is not resolved by mediation, the matter shall be settled by final and binding arbitration before a single arbitrator in

accordance with the rules of the applicable dispute resolution organization. Any award by an arbitrator shall not include punitive or exemplary damages. This Agreement and the rights and obligations of Practice and Patient hereunder shall be construed and enforced pursuant to the laws of the State of Montana. Patient irrevocable submits to the exclusive jurisdiction of the state and county courts located in Yellowstone County and agrees that all proceedings may be brought in such courts. **EACH PARTY**

TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

23. **Appendices and Documents.** The Appendices referenced in this Agreement, together with all the documents referenced herein, form an integral part of this Agreement, and are incorporated into this agreement wherever reference is made to them to the same extent as if they are set out in full at the point at which such reference is made.

24. **Assignment**. This Membership Agreement shall be binding upon and shall inure to the benefit of the Practice and its respective successors and legal representatives. Neither this Membership Agreement, nor any rights hereunder, may be assigned by Patient without the written consent of Practice.

IN WITNESS WHEREOF, the Parties have caused this Membership Agreement to be effective in accordance with Section 1(c) herein.

_____
PATIENT SIGNATURE:
If Patient has a legal guardian, then name and signature of patient's parent or legal guardian

_____
Name of Patient's Parent or Legal Guardian

_____
Physician Signature Date

APPENDIX "A"
PEARLMED DPC PROGRAM SERVICES

Listed below are the medical services that are included in the Program and whether there is any additional fee due for the particular service. If there is any additional fee to be paid, the payment is due at the time the medical services are rendered.

Appointments. All appointments will be at the discretion and scheduling of Practice. Practice does not walk-in appointments or urgent care services. Practice strives to see Patients in a timely manner during normal business hours. Same-day appointments must be scheduled no later than 10:00 A.M. that morning. New Patients and Wellness visits will not be scheduled for same day appointments and must be scheduled at least one week in advance. For Patients with acute issues, Practice will attempt to see Patients within 24-48 hours if medically necessary, excluding weekends. Outside of normal business hours, Patients may call or text Dr. Wagenaar everyday including holidays and weekends. Calls or texts will be returned by Dr. Wagenaar within six hours. In an emergency situation or anything that could possibly be perceived as an emergency situation, Patients should proceed to the nearest emergency room or call 911. In the event Dr. Wagenaar is unavailable either in person or via text or phone, Practice will arrange for another licensed physician, physician assistant, or nurse practitioner to address Patient's medical needs.

Ongoing Primary Care and In-Office Procedures. While there are no fees for office or virtual visits, there are some procedures, medications, and injections that require an additional fee to be paid at the time of service. These are detailed below. Practice does not perform disability determinations for insurance, social security, or ADA purposes or Workman's Compensation visits.

House Calls. House calls are at the Provider's sole discretion and must be scheduled at least one-day in advance and are subject to Provider's availability. For those Patients that live within 15 miles of Practice, the cost of a house call is fifty ($50.00) dollars. For those Patients that live over fifteen miles but less than thirty miles from practice, the cost of a house call is seventy-five ($75.00) dollars. For those patients that live thirty or more miles from practice, but less than forty-five miles, the cost of a house call is one hundred ($100.00) dollars. For those patients that live forty-five-miles or more but less than sixty miles from Practice, the cost is twenty ($125.00) dollars. Provider will not continue a house call in the event there are safety concerns such as pets and other children interfering with Patient's care.

Vaccinations. While Practice will advise Patients whether certain vaccines are necessary and should be obtained by Patient, the administration of vaccinations are not offered by Practice at this time. Practice will make every effort to assist Patient in obtaining medically necessary vaccinations. Vaccines for Children (VFC) is a federally funded, nationwide program that provides vaccines at no cost to children who might not otherwise be vaccinated because of inability to pay. Likewise, the federal government also provides free vaccines to adults if they are uninsured or underinsured. These vaccines are available by contacting: Riverstone Health Clinic 406-247-3350.

Family Planning. Practice will provide advice and consult on family planning issues. Practice does not provide birth control pills but will provide Patient with a prescription that can be filled at any pharmacy.

Labs. Most laboratory draws are performed on-site. However, occasionally, an outside laboratory, such as LabCorp, may be required. These outside laboratory testing services, which are ordered in the most economical manner possible, are not included in the MMF and Patient will be responsible for paying the lab directly for these draws. If the cost of the lab is covered by insurance, Patient may be able to have the insurance billed directly for the cost of the labs.

Medications. Medications will be ordered in the most cost-effective manner possible for patient. Medications dispensed in the office are not included in the MMF and the cost will be due at the time they are

dispensed. Patient's membership in the Program does NOT guarantee medications will be prescribed or that certain medications will be provided to Patient; Practice will do what is medically appropriate for the Patient in determining whether to prescribe medications.

Pathology. Pathology examinations of tissue samples collected from procedures such as skin biopsies are not included in the MMF and will be ordered in an economical manner. Patient will either be billed for these services by the outside pathology lab or will be billed by Practice at the time the tissue sample is taken.

Imaging. All fees for third-party imaging services such as X-rays, MRIs and CT scans are not included in the MMF and will be collected from Patient by the imaging facility. Practice will provide, on Patient's behalf, an electronically transmitted written order to the third-party imaging facility requesting the specific services required for Patient's care.

Monthly Membership Program Services

Type	Description	Additional Fee?
General Care	Annual Exams including Well Child & Physicals	Included
	Basic Vision Screening	Included
	Cancer Screening Recommendations	Included
	Coordination of care	Included
	Diet Review & Recommendations	Included
	Exercise Review & Recommendations	Included
	Forms Completion	Included
	Hospital Follow-Up and/or Pre-Op Evaluations	Included
	In-Office Nebulizer treatments	Medication Costs
	Office Visits	Included
	Prescription Review	Included
	Preventive health care	Included
	Same-day / next-day sick visits (based on availability)	Included
	Sleep Optimization Strategies	Included
	Sports Physicals	Included
	Vaccine Recommendations & Counseling	Included
	Virtual visits (phone, secure text, video and email visits)	Included
Chronic Care	Acid Reflux (GERD)	Included
Management	Acne, Eczema, Rosacea & Cold Sores	Included
	Allergy medication management (no injections)	Included
	Chronic Disease Care	Included
	Congestive Heart Failure Management	Included
	Diabetes, Prediabetes & Insulin Resistance	Included
	Family Planning- Advice and consult only	Included
	High Blood Pressure (Hypertension) Management	Included
	High Cholesterol (Hyperlipidemia) Management	Included

	Hypothyroidism	Included
	Iron-Deficiency Anemia	Included
	Irritable Bowel Syndrome	Included
	Mental Health/Wellness – Non-controlled medication management only.	Included
	Migraines	Included
	Sports Medicine Evaluation and Treatment	Included
	Osteoarthritis	Included
	Overweight & Obesity	Included
	Seasonal Allergies & Asthma	Included
	Stress management and guidance	Included
	Vaping/Smoking cessation guidance	Included
	Vitamin D Deficiency	Included
Acute Care	Back Pain & Sciatica	Included
	Bronchitis, Cold & Flu	Included
	Management of mild to moderate COVID-19	Included
	Pneumonia	Included
	Rashes & Skin Infections/Ailments	Included except for outside Pathology Fee
	Sexually Transmitted Infections (STIs)	Included except for Outside Lab fee
	Sinus & Ear Infections	Included
	Strep Throat & Tonsillitis	Included
	Tendonitis & Bursitis	Included
	Urinary Tract Infections (UTIs)	Included
	Cryotherapy for warts and certain skin lesions	$10
Procedures	Durable Medical Equipment (DME) for injuries (boots, braces, etc.)	Included/variable cost depending on wholesale price.
	Ear wax removal	Included
	Foreign body removal (depending on complexity) there may be times when it may require a referral to a specialist.	$25
	Incision and Drainage	$35
	Joint Injections	$25 (+) Medicine
	Laceration repair with sutures	$35
	Skin Biopsy	$10/shave $20/punch $30/excisional plus outside pathology fee
	Skin Tag Removal	$10 + Medicine
	Toenail removal	$40
	Trigger point/ Tendon injections	$25 + Medicine
In-Office Labs	Blood Glucose Finger Stick	Included
	Rapid Flu	Included
	Rapid Mono	Included
	Rapid Strep	Included

	Urinalysis (UA)	Included
	Urine Pregnancy Test	Included
Outside Labs	All labs not performed in-office	See Labs on page 1
Pathology	Tissue samples sent to third-party labs for diagnostic purposes such as pap smears and skin biopsies	See Pathology on page 1
Imaging	X-rays, MRIs, CT Scans, & Ultrasounds	See imaging on page 1

Appendix B

MONTHLY MEMBERSHIP FEE

Enrollment Free: $75 per adult or child without an adult *

The Monthly Membership Fee shall be as follows:

Each Individual Adult between the ages of 18 through 39	$ 69.00 per month*
Each Individual Adult between the ages of 40 through 64	$ 79.00 per month*
Each Individual Adult aged 65 and older	$ 89.00 per month*
Each child under the age of 18 (requires at least one adult membership.)	$ 15.00 per month
Each child under the age of 18 (without an adult membership)	$45.00 per month*
Family plan #1: 2 Adult members (18-39) with 2 children (a savings of $10/month)	$ 158.00 per month*
Family plan #2: 2 Adult members (40-64) with 2 children (a savings of $10/month)	$ 178.00 per month*